

15.00

WHITE & CASE

1155 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036-2787

(212) 819-8200

FACSIMILE: (212) 354-8113

TELEX: 126201

RECORDATION NO. 16114-E FILED 1423

20-5, ICHIBANCHO, CHIYODA-KU, TOKYO

15 QUEEN'S ROAD CENTRAL, HONG KONG

50 RAFFLES PLACE, SINGAPORE

CUMHURİYET CADDESİ 12/10, İSTANBUL

ZIYA ÜR RAHMAN CADDESİ 17/5, ANKARA

2013 WALI AL-AHD (P.O. BOX 2256), JEDDAH

1747 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C.

333 SOUTH HOPE STREET, LOS ANGELES

200 SOUTH BISCAYNE BOULEVARD, MIAMI

20, PLACE VENDÔME, PARIS

66 GRESHAM STREET, LONDON

BIRGER JARLSGATAN 14, STOCKHOLM

SJS:JC

JUL 24 1990 -2 05 PM

July 24, 1990

INTERSTATE COMMERCE COMMISSION

0-205A002

NOTED
JUL 24 1 55 PM '90

Office of the Secretary
Recordations Unit
Room 2303
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed is an original and one certified true copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11303. This document, Lease and Indenture Supplement No. 4, dated July 3, 1990, is a secondary document. The primary documents to which the foregoing document is connected are recorded under Recordation Nos. 16114 and 16114A.

The names and addresses of the parties to such documents are as follows:

The Connecticut National Bank
777 Main Street
Hartford, CT 06115

CSX Transportation, Inc.
100 N. Charles Street
Baltimore, MD 21201

Meridian Trust Company
35 North Sixth Street
Reading, PA 19603

A description of the equipment covered by each of these documents follows: 169 Fully-Enclosed Bi-Level Autoracks with Serial Numbers B3871-B4039 and 40 Fully-

Carroll County

Enclosed Tri-Level Autoracks with Serial Numbers T7000-T7039. The identifying marks for this equipment are provided in Appendix A attached hereto.

A filing fee of \$15.00 is enclosed. Please return to the undersigned the original and any extra copies needed by the Commission for the recordation.

A short summary of the document, to appear in the index, follows:

Lease and Indenture Supplement No. 4, dated July 3, 1990, among The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee, CSX Transportation, Inc., as Lessee, and Meridian Trust Company, as Indenture Trustee, covering up to 371 Fully-Enclosed Bi-Level Autoracks and Fully-Enclosed Tri-Level Autoracks.

Very truly yours,



Susan J. Scheman

Enclosures

cc: Marianne Rosenberg, Esq.
Donna M. Mazzaferro, Esq.
David M. Eisenberg, Esq.

RECORDATION NO. 16114-E FILED 1990

LEASE AND INDENTURE SUPPLEMENT NO. 4

JUL 24 1990 -2 05 PM

INTERSTATE COMMERCE COMMISSION

Dated July 3, 1990

Among

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely as trustee,
Lessor/Owner Trustee,

CSX TRANSPORTATION, INC.,
Lessee

and

MERIDIAN TRUST COMPANY,
not in its individual capacity but solely as trustee,
Indenture Trustee

FULLY-ENCLOSED BI-LEVEL AUTORACKS

FULLY-ENCLOSED TRI-LEVEL AUTORACKS

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 4 AND TO THE AUTORACKS COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERIDIAN TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 2 DATED AS OF DECEMBER 1, 1988. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 4 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 4 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERIDIAN TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. § 11303 ON _____, 1990
AT ____:____.M. RECORDATION NUMBER _____

THIS LEASE AND INDENTURE SUPPLEMENT NO. 4, dated July 3, 1990, among THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement No. 2 dated as of December 1, 1988 (the "Trust Agreement"), CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee"), and MERIDIAN TRUST COMPANY, a Pennsylvania trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H :

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement No. 2 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 2 (the "Lease"), and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 2 (the "Indenture"), each dated as of December 1, 1988 (capitalized terms used herein without definitions having the respective meanings set forth in Schedule X to the Lease);

WHEREAS, the Participation Agreement, the Lease, and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Autoracks under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Autoracks to the lien of the Indenture;

WHEREAS, the Lessor, Lessee and the Indenture Trustee have heretofore entered into a Lease and Indenture Supplement No. 1 dated December 29, 1988 ("Lease and Indenture Supplement No. 1"), a Lease and Indenture Supplement No. 2 dated March 30, 1989 ("Lease and Indenture Supplement No. 2") and a Lease and Indenture Supplement No. 3 dated June 29, 1989 ("Lease and Indenture Supplement No. 3").

NOW, THEREFORE, pursuant to Section 802 of the Indenture and Section 23 of the Lease, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. Schedule 1 to the Lease is hereby deleted in its entirety and new Schedule 1, in the form attached hereto as Exhibit A, is inserted in its place.

2. Schedule 1 to the Form of Series A Note contained in Section 202 of the Indenture is hereby deleted in its entirety and new Schedule 2, in the form attached hereto as Exhibit B, are inserted in its place.

3. Schedules 2 and 3 to Lease and Indenture Supplements Nos. 1, 2 and 3 are hereby deleted in their entirety and new Schedules 2 and 3, in the form attached hereto as Exhibit C, are inserted in their place.

4. Each of the foregoing adjustments to the Stipulated Loss Value percentages and Termination Value percentages shall be effective as of the relevant Closing Date.

5. The paragraph beginning with First contained in Section 1002 of the Indenture is hereby deleted in its entirety to be replaced by the following paragraph:

First, to redeem in full that portion of the aggregate unpaid principal of all Notes Outstanding, equal to the product obtained by multiplying an amount equal to 100% of the principal amount of the Series A Notes on the date when payment is received as a result of the occurrence of an event pursuant to clause (a), (b), (c) or (d) above occurs by a fraction, the numerator of which shall be the aggregate Lessor's Cost for the Autorack or Autoracks in respect of which a payment pursuant to clause (a), (b), (c) or (d) above is being made and the denominator of which, shall be the aggregate Lessor's Cost of all Autoracks subject to the Lease immediately before the event giving rise to such payments under the Lease, together with the accrued and unpaid interest thereon (including any interest on overdue principal, premium and, to the extent legally enforceable, on interest due on the Notes) to the Redemption Date and premium, if any;

6. All of the provisions of the Lease and the Indenture are hereby incorporated by reference in this Lease and Indenture Supplement No. 4 to the same extent as if fully set forth herein.

7. This Lease and Indenture Supplement No. 4 may be executed by the parties hereto in separate counterparts,

each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

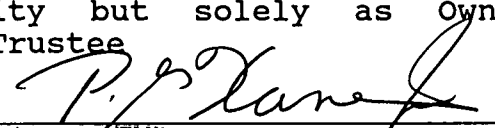
8. This Lease and Indenture Supplement No. 4 is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No.
4 to be duly executed on the date and year set forth in the
opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capac-
ity but solely as Owner
Trustee

By


Title: PHILIP G. KANE, JR.
VICE PRESIDENT

Lessee

CSX TRANSPORTATION, INC.

By

Title:

Indenture Trustee

MERIDIAN TRUST COMPANY,
not in its individual capac-
ity but solely as Indenture
Trustee

By

Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No.
4 to be duly executed on the date and year set forth in the
opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capac-
ity but solely as Owner
Trustee

By _____
Title: _____

Lessee

CSX TRANSPORTATION, INC.

By A.B. Ntton
Title: Treasurer

Indenture Trustee

MERIDIAN TRUST COMPANY,
not in its individual capac-
ity but solely as Indenture
Trustee

By _____
Title: _____

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 4 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely as Owner Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By _____
Title:

Indenture Trustee

MERIDIAN TRUST COMPANY,
not in its individual capacity but solely as Indenture Trustee

By *Matthew A. Kelly*
Title: ACCOUNT OFFICER

Receipt of this original counterpart of this Lease
and Indenture Supplement No. 4 is hereby acknowledged this
__ day of July, 1990.

MERIDIAN TRUST COMPANY,
as Indenture Trustee

By _____
Title:

CONNECTICUT

STATE OF ~~NEW YORK~~)

COUNTY OF ~~NEW YORK~~)

HARTFORD

SS.: HARTFORD

On this _____ day of July, 1990, before me personally appeared P. G. KANE, Jr, to be personally known, who, being by me duly sworn, says that he is Vice President of The Connecticut National Bank, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Susan P. McNally
Notary Public

My Commission Expires:

[Notary Seal]

SUSAN P. McNALLY
NOTARY PUBLIC
MY COMM. EXPIRES MARCH 31, 1995

STATE OF MARYLAND)
: SS.:
CITY OF BALTIMORE)

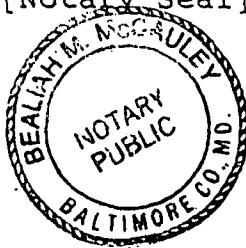
June

On this 21st day of ~~July~~, 1990, before me personally appeared A. B. Aftoora, to ~~be~~ personally known, who, being by me duly sworn, says that he is Treasurer of CSX Transportation, Inc., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Beulah M. McCauley
Notary Public

My Commission Expires: 7-1-90

[Notary Seal]



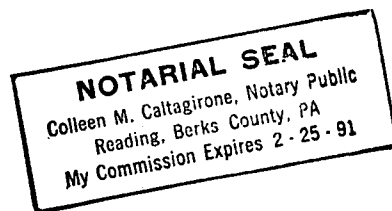
STATE OF PENNSYLVANIA)
: ss.:
COUNTY OF BERKS)

On this 20th day of June, 1990, before me personally appeared KATHLEEN A. KELSO, to be personally known, who, being by ~~me~~ personally sworn, says that she is ACCOUNT OFFICER of Meridian Trust Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Colleen M. Caltagirone
Notary Public

My Commission Expires:

[Notary Seal]



SCHEDULE 1
to Lease and Indenture
Supplement No. 4

BASIC RENT

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 3, 1990	6.651524681
January 3, 1991	4.281132232
July 3, 1991	4.103195658
January 3, 1992	6.829461255
July 3, 1992	3.962835017
January 3, 1993	6.969821897
July 3, 1993	3.808087400
January 3, 1994	7.124569514
July 3, 1994	3.637478150
January 3, 1995	7.295178764
July 3, 1995	3.436902784
January 3, 1996	7.495754035
July 3, 1996	3.229526192
January 3, 1997	7.703130628 (in arrears)
January 3, 1997	9.853309769 (in advance)
July 3, 1997	3.508826522
January 3, 1998	9.722504389
July 3, 1998	3.639631807
January 3, 1999	9.915012081
July 3, 1999	3.447124115
January 3, 2000	10.120519679
July 3, 2000	3.241616423
January 3, 2001	10.339905144
July 3, 2001	3.022231052
January 3, 2002	10.574103917
July 3, 2002	2.788032279
January 3, 2003	10.824114488
July 3, 2003	2.538021708
January 3, 2004	12.695118546
July 3, 2004	0.667017650

SCHEDULE 2
to
Lease and Indenture
Supplement No. 4

<u>Redemption Date</u>	<u>Principal*</u> (Expressed as a Percentage of Original Principal Amount of Series A Notes)	<u>Interest*</u> (Expressed as a Percentage of Original Principal Amount of Series A Notes)	<u>Total Payment</u> (Expressed as a Percentage of Original Principal Amount of Series A Notes)
Jan 3, 1991	0.226415290	5.125000000	5.351415290
July 3, 1991	0.000000000	5.113396216	5.113396216
Jan 3, 1992	3.423430274	5.113396216	8.536826490
July 3, 1992	0.000000000	4.937945415	4.937945415
Jan 3, 1993	3.774331996	4.937945415	8.712277411
July 3, 1993	0.000000000	4.744510900	4.744510900
Jan 3, 1994	4.161200920	4.744510900	8.905711820
July 3, 1994	0.000000000	4.531249353	4.531249353
Jan 3, 1995	4.587724044	4.531249353	9.118973397
July 3, 1995	0.000000000	4.296128496	4.296128496
Jan 3, 1996	5.057965786	4.296128496	9.354094282
July 3, 1996	0.000000000	4.036907749	4.036907749
Jan 3, 1997	17.908642756	4.036907749	21.945550505
July 3, 1997	0.000000000	3.119089808	3.119089808
Jan 3, 1998	6.828306984	3.119089808	9.947396792
July 3, 1998	0.000000000	2.769139075	2.769139075
Jan 3, 1999	7.306717319	2.769139075	10.075856394
July 3, 1999	0.000000000	2.394669812	2.394669812

* Principal and Interest have been paid through July 3, 1990.

<u>Redemption Date</u>	<u>Principal to be redeemed (Expressed as a Percentage of Original Principal Amount of Series A Notes)</u>	<u>Interest (Expressed as a Percentage of Original Principal Amount of Series A Notes)</u>	<u>Total Payment (Expressed as a Percentage of Original Principal Amount of Series A Notes)</u>
Jan 3, 2000	7.796091789	2.394669812	10.190761601
July 3, 2000	0.000000000	1.995120108	1.995120108
Jan 3, 2001	8.318239972	1.995120108	10.313360080
July 3, 2001	0.000000000	1.568810310	1.568810310
Jan 3, 2002	8.875359486	1.568810310	10.444169796
July 3, 2002	0.000000000	1.113948136	1.113948136
Jan 3, 2003	9.469792355	1.113948136	10.583740491
July 3, 2003	0.000000000	0.628621278	0.628621278
Jan 3, 2004	12.265781029	0.628621278	12.894402307

SCHEDULE 2
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to January 3, 1997, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on January 3, 1997, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 1 to the Lease) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs after January 3, 1997, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2 shall be applicable in respect of the Autoracks leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
January 3, 1990	110.71472960
July 3, 1990	110.00798304
January 3, 1991	111.13524779
July 3, 1991	112.20871717
January 3, 1992	110.36641586
July 3, 1992	111.10521117
January 3, 1993	108.72097645
July 3, 1993	109.25337145
January 3, 1994	106.38761979
July 3, 1994	106.76691778
January 3, 1995	103.40580379
July 3, 1995	103.65126924
January 3, 1996	99.79332546
July 3, 1996	99.98133748
January 3, 1997	95.74319786
January 3, 1997	95.74319786
July 3, 1997	88.71095007
January 3, 1998	88.09887653
July 3, 1998	80.99029894
January 3, 1999	80.01871368
July 3, 1999	72.47279468
January 3, 2000	71.45314847
July 3, 2000	63.44431810
January 3, 2001	62.37771641
July 3, 2001	53.87935147
January 3, 2002	52.76757771
July 3, 2002	43.75190278
January 3, 2003	42.59754693
July 3, 2003	33.03564710
January 3, 2004	31.84225654
July 3, 2004	20.02582963
January 3, 2005	20.49524117

SCHEDULE 3
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to January 3, 1997, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on January 3, 1997, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 1 hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after January 3, 1997, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3 shall be applicable in respect of the Autoracks leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
January 3, 1996	98.74180055
July 3, 1996	98.85186895
January 3, 1997	94.52829554
July 3, 1997	87.40047703
January 3, 1998	86.68274312
July 3, 1998	79.46180291
January 3, 1999	78.36776937
July 3, 1999	70.69143194
January 3, 2000	69.52988923
July 3, 2000	61.36976443
January 3, 2001	60.13877981
July 3, 2001	51.46498368
January 3, 2002	50.16283453
July 3, 2002	40.94382890
January 3, 2003	39.56906010
July 3, 2003	29.77158892
January 3, 2004	28.32308158
July 3, 2004	16.23309535
January 3, 2005	16.39795975